



**COUNTY OF SAN LUIS OBISPO
BOARD OF SUPERVISORS
AGENDA ITEM TRANSMITTAL**

(1) DEPARTMENT Human Resources	(2) MEETING DATE 10/20/2020	(3) CONTACT/PHONE Tami Douglas-Schatz, Human Resources Director (805) 781-5959	
(4) SUBJECT Submittal of a resolution approving A) a side letter agreement with the San Luis Obispo County Employees' Association for the Crisis Response Team; B) a side letter agreement with the San Luis Obispo County Employees' Association for the Courthouse Dog Program; and C) amendments to the Memoranda of Understanding for the Deputy County Counsel Association, Deputy Sheriff's Association, Sworn Deputy Sheriff's Association, and the San Luis Obispo County Employees' Association regarding Health Savings Account Contributions. All Districts.			
(5) RECOMMENDED ACTION It is recommended that the Board adopt a resolution approving A) a side letter agreement with the San Luis Obispo County Employees' Association for the Crisis Response Team; B) a side letter agreement with the San Luis Obispo County Employees' Association for the Courthouse Dog Program; and C) amendments to the Memoranda of Understanding for the Deputy County Counsel Association, Deputy Sheriff's Association, Sworn Deputy Sheriff's Association, and the San Luis Obispo County Employees' Association regarding Health Savings Account Contributions.			
(6) FUNDING SOURCE(S) Existing Cal OES Grants	(7) CURRENT YEAR FINANCIAL IMPACT \$4,200.00	(8) ANNUAL FINANCIAL IMPACT \$7,200.00	(9) BUDGETED? no
(10) AGENDA PLACEMENT <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Presentation <input type="checkbox"/> Hearing (Time Est. _____) <input type="checkbox"/> Board Business (Time Est. _____)			
(11) EXECUTED DOCUMENTS <input checked="" type="checkbox"/> Resolutions <input checked="" type="checkbox"/> Contracts <input type="checkbox"/> Ordinances <input type="checkbox"/> N/A			
(12) OUTLINE AGREEMENT REQUISITION NUMBER (OAR) N/A		(13) BUDGET ADJUSTMENT REQUIRED? BAR ID Number: N/A <input type="checkbox"/> 4/5th's Vote Required <input checked="" type="checkbox"/> N/A	
(14) LOCATION MAP N/A	(15) BUSINESS IMPACT STATEMENT? No	(16) AGENDA ITEM HISTORY <input type="checkbox"/> N/A Date <u>October 6, 2020</u>	
(17) ADMINISTRATIVE OFFICE REVIEW Zachary A. Lute			
(18) SUPERVISOR DISTRICT(S) All Districts			



COUNTY OF SAN LUIS OBISPO

TO: Board of Supervisors

FROM: Tami Douglas-Schatz, Human Resources Director
(805) 781-5959

DATE: 10/20/2020

SUBJECT: Submittal of a resolution approving A) a side letter agreement with the San Luis Obispo County Employees' Association for the Crisis Response Team; B) a side letter agreement with the San Luis Obispo County Employees' Association for the Courthouse Dog Program; and C) amendments to the Memoranda of Understanding for the Deputy County Counsel Association, Deputy Sheriff's Association, Sworn Deputy Sheriff's Association, and the San Luis Obispo County Employees' Association regarding Health Savings Account Contributions. All Districts.

RECOMMENDATION

It is recommended that the Board adopt a resolution approving A) a side letter agreement with the San Luis Obispo County Employees' Association for the Crisis Response Team; B) a side letter agreement with the San Luis Obispo County Employees' Association for the Courthouse Dog Program; and C) amendments to the Memoranda of Understanding for the Deputy County Counsel Association, Deputy Sheriff's Association, Sworn Deputy Sheriff's Association, and the San Luis Obispo County Employees' Association regarding Health Savings Account Contributions.

DISCUSSION

Side Letter Agreement with the San Luis Obispo County Employees' Association Regarding the Crisis Response Team

The Crisis Response Team (CRT) is a new team of employees in the District Attorney's Office that would respond to crime-related mass victimization events to provide assistance to the victims. This assistance could include interviewing crime victims and/or their family members to determine eligibility for support services and to make appropriate referrals to community agencies, providing crisis intervention services such as immediate need referrals for food, shelter, protection or mental health services, and assisting in the completion of the California Victim Compensation Board application and forms.

The CRT could also be called to respond to assist other counties for mass victim emergencies if there is a request for mutual aid, or could be called upon to assist victims of accidents or disasters with multiple casualties if the accident or disaster were caused by a crime. The recent officer-involved shootings in Paso Robles, Nipomo, and Templeton

have highlighted the need for this team, and had there been multiple civilian casualties and the CRT was in place, the CRT would have responded to provide assistance to victims of these events.

The County and the San Luis Obispo County Employees' Association (SLOCEA) initially began negotiations on this team during contract negotiations for the current 2019-2022 Memoranda of Understanding (MOU), but more time was needed to develop the parameters of the team and bargaining for the CRT was put on hold. In August 2020, the County and SLOCEA resumed negotiations for the CRT and agreed to the attached side letter agreement, which provides that two (2) SLOCEA represented employees in the Victim Witness Unit of the District Attorney's office may be assigned to serve as members of the CRT, and that employees assigned to the CRT shall receive a monthly stipend of three hundred dollars (\$300) as compensation for the unusual availability requirements and demands placed upon the employee. The District Attorney also reserves the right to assign additional members to the CRT if necessary.

The side letter agreement for the Crisis Response Team is attached hereto as Attachment A.

Side Letter Agreement with the San Luis Obispo County Employees' Association Regarding the Courthouse Dog Program

On October 6, 2020 the Board of Supervisors authorized the San Luis Obispo County District Attorney's Office Victim/Witness Center to implement a Courthouse Dog Program¹. As stated in the Agenda Item Transmittal from October 6, 2020, the Courthouse Dog program will be overseen by the Christopher G. Money Victim Witness Assistance Center and is primarily intended to provide support to involved individuals by being present during various stages of an investigation and through the court process. The courthouse dog's presence provides comfort and aid to victims and witnesses of crime, some of whom may have developmental delays or disabilities, during the investigations and/or prosecutions of crimes or other traumatic events involving persons. The courthouse dog will also provide assistance to individuals during various stages such as hospital or doctor visits in relation to a crime, forensic interviews, meetings or interviews with detectives or attorneys, court proceedings, follow-up visits with law enforcement and any other interactions between those in the legal system and the victim or witness as appropriate.

The County and SLOCEA have agreed to the attached side letter agreement for the employee who serves as the Courthouse Dog handler. An employee of the District Attorney's office will serve as the handler on a volunteer basis, and compensation and reimbursements associated with the care and transportation of the dog are as follows:

- Any costs associated with the care of the Courthouse Dog will be paid by the County or reimbursed to the handler
- If the handler is assigned a standby shift or is a member of the Crisis Response Team, the handler shall be compensated pursuant to any negotiated standby or Crisis Response Team provisions
- If the handler is called to an event or emergency requiring the use of the Courthouse Dog outside of normal work hours, the handler shall be compensated at their regular rate of pay, or any applicable overtime or call back for the time spent working the event or emergency
- The handler shall be provided with a County vehicle for transporting the dog to and from work or work-related events, or shall receive compensation and mileage reimbursement pursuant to the County's Travel Policy for use of a personal vehicle

¹ October 6, 2020 Board of Supervisors meeting agenda, item 22.

<https://agenda.slocounty.ca.gov/iip/sanluisobispo/agendaitem/details/12473>

- Time spent transporting the dog as part of a normal commute shall not be considered work time, but time spent transporting the dog for County business separate from normal commute shall be paid pursuant to the County's Travel Policy
- There shall be no additional compensation for the care of the Courthouse Dog outside of regular hours

The side letter agreement reached between the County and SLOCEA for the Courthouse Dog Program is attached hereto as Attachment B.

Amendments to the Memoranda of Understanding for the Deputy County Counsel Association, Deputy Sheriff's Association, Sworn Deputy Sheriff's Association, and San Luis Obispo County Employees' Association for Health Savings Account Contributions

During contract negotiations with the Deputy County Counsel Association (DCCA), Deputy Sheriffs Association (DSA), Sworn Deputy Sheriffs' Association (SDSA), and the San Luis Obispo County Employees' Association (SLOCEA) the County and these employee associations agreed that the County would provide a dollar for dollar match to a Health Savings Account (HSA), up to an annual maximum County contribution of \$750, for employees who are enrolled in a High Deductible Health Plan (HDHP). For DCCA, DSA, and SDSA represented employees, the County match is scheduled to begin the pay period including January 1, 2021. For SLOCEA represented employees, the County match is scheduled to begin the pay period including January 1, 2022.

Due to unforeseen payroll system limitations, the County is not able to provide a dollar for dollar match to an HSA as originally negotiated. As a result, the County and DCCA, DSA, SDSA, and SLOCEA have agreed to amend the current MOU language whereby the County will instead provide an HSA contribution of up to \$750 per year, to be provided per pay period in the amount of twenty-eight dollars and eighty-five cents (\$28.85), for each employee who enrolls in the HDHP and who has an HSA account. The County's contribution for DCCA, DSA, and SDSA represented employees will begin the pay period including January 1, 2021, and the County's contribution for SLOCEA represented employees will begin the pay period including January 1, 2022.

The MOU amendments are attached hereto as follows:

- Attachment C for DCCA Bargaining Unit (BU) 12
- Attachment D for DSA BU03, BU21, and BU22
- Attachment E for DSA BU14
- Attachment F for SDSA BU27
- Attachment G for SDSA BU28
- Attachment H for SLOCEA BU01
- Attachment I for SLOCEA BU05
- Attachment J for SLOCEA BU13
- Attachment K for SLOCEA BU02

OTHER AGENCY INVOLVEMENT/IMPACT

Representatives from the Administrative Office, County Counsel, District Attorney's Office, Auditor-Controller and Human Resources participated in the development of these amendments and side letter agreements. The Auditor's Office and Human Resources will process the system changes needed to implement these agreements. County Counsel has reviewed and approved the resolution, side letters, and amendments as to form and legal effect.

FINANCIAL CONSIDERATIONS

There are no anticipated financial impacts to the County General Fund as a result of the attached side letter agreements and MOU amendments.

The estimated costs for the side letter agreement for the Crisis Response Team for Fiscal Year 2020-21 is estimated to be \$4,200, and the annual ongoing costs are estimated to be \$7,200. These costs will be paid through existing Cal OES grant funds with no impact to the General Fund.

The estimated costs associated with the side letter agreement for the Courthouse Dog Program, as detailed in the Agenda Item for the Courthouse Dog Program approved by the Board of Supervisors on October 6, 2020, will be funded through the Lucille Brughelli Trust Fund and a one-time donation from the Sheriff's Advisory Foundation, and ongoing costs will be funded through existing Cal OES grant funds with no impact to the General Fund.

There are no increased costs associated with the MOU amendments for the Health Savings Account contributions as the total County contribution to the HSA is the same as was originally negotiated and approved for the current DCCA, DSA, SDSA, and SLOCEA MOUs.

RESULTS

Approval of this resolution provides for the appropriate compensation for employees assigned to the Crisis Response Team for responding to mass victimization events and for the employee who volunteers as the dog handler for the Courthouse Dog Program, and amends the Health Savings Account contribution language for the DCCA, DSA, SDSA, and SLOCEA MOUs resolving a payroll system limitation while still providing the same agreed-upon County contribution to employees. Approval of this resolution ensures the County is in compliance with Government Code 3500, which mandates good faith collective bargaining to reach agreements, and contributes to a results-oriented, well-governed community. Employee compensation adjustments are negotiated with the intent to balance what the County can afford with providing competitive salary and benefits to attract and maintain a high-performing workforce.

ATTACHMENTS

- 1 Resolution
- 2 Attachment A - Crisis Response Team Side Letter
- 3 Attachment B - Courthouse Dog Program Side Letter
- 4 Attachment C - HSA Amendment to the 2019-2022 DCCA BU12 MOU
- 5 Attachment D - HSA Amendment to the 2020-2022 DSA BU03, BU21, and BU22 MOU
- 6 Attachment E - HSA Amendment to the 2020-2022 DSA BU14 MOU
- 7 Attachment F - HSA Amendment to the 2019-2021 SDSA BU27 MOU
- 8 Attachment G - HSA Amendment to the 2019-2021 SDSA BU28 MOU
- 9 Attachment H - HSA Amendment to the 2019-2022 SLOCEA BU01 MOU
- 10 Attachment I - HSA Amendment to the 2019-2022 SLOCEA BU05 MOU
- 11 Attachment J - HSA Amendment to the 2019-2022 SLOCEA BU13 MOU
- 12 Attachment K - HSA Amendment to the 2019-2022 SLOCEA BU02 MOU